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17 Attorneys for Plaintiffs

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**

20 GERARDO RODRIGUEZ PACHECO, an
21 individual; and minors A.R, N.R. and G.R.,
22 by and through their Guardian Ad Litem,
23 MAYRA VILLASENOR.

24 Plaintiffs,
25 v.

26 CITY OF STOCKTON, a municipal entity;
27 CHRISTOPHER KNIGHT, in his individual
28 capacity as a police officer for the Stockton
29 Police Department; RICARDO
30 ALTAMIRANO, in his individual capacity
31 as a police officer for the Stockton Police
32 Department; RYAN OGBURN, in his
33 individual capacity as a police officer for the
34 Stockton Police Department; BENJAMIN
35 RATZLAFF, in his individual capacity as a
36 police officer for the Stockton Police
37 Department; and DOES 1-50, inclusive.

38 Defendants.

39 Case No.: 2:20-cv-01404-TLN-KJN

40 **STIPULATION AND ORDER TO**
41 **CONTINUE DEADLINE TO FILE**
42 **PROOFS OF DEPOSIT FOR THE**
43 **BENEFIT OF MINOR**
44 **PLAINTIFFS**

1 Plaintiff Gerardo Rodriguez Pacheco, an individual; and minors A.R, N.R. and G.R. (the
2 “Minor Plaintiffs”) (collectively, “Plaintiffs”); and Defendants City of Stockton, Christopher
3 Knight, Ricardo Altamirano, Ryan Ogburn and Benjamin Ratzlaff (collectively, “Defendants”)
4 (altogether collectively, the “Parties”); by and through their respective counsel in the above-
captioned matter; have conferred, agree, and hereby stipulate as follows:

5 WHEREAS, on May 5, 2023, the Parties participated in a settlement conference (their
6 third) before Chief United States Magistrate Judge Kendall J. Newman, during which time the
7 Parties reached a verbal settlement to globally resolve all of Plaintiffs’ claims against all
8 Defendants for \$3,250,000.00 (the “Settlement Funds”) in exchange for a release and settlement
9 of all claims against all parties, with the Parties to bear their own fees and costs, and subject City
Council and Board final approval (the “Proposed Settlement”) (ECF No. 57);

10 WHEREAS, on or about June 8, 2023, the City Council and Board approved the Proposed
11 Settlement;

12 WHEREAS, on June 22, 2023, Plaintiffs filed a Petition for Approval of Minor’s
13 Compromise (ECF No. 59), which this Court granted on July 11, 2023, together with which this
14 Court ordered Plaintiffs to file, by August 10, 2023: (a) proof of deposit of \$62,500.00 into interest
15 bearing blocked accounts at an FDIC insured financial institution for the benefit of each Minor
16 Plaintiff, and (b) proof of disbursement of a \$7,500.00 cashier’s check from said FDIC insured
17 financial institution to Mayra Villasenor (Guardian Ad Litem to the Minor Plaintiffs) made
payable to “Mayra Villasenor for the benefit of” each Minor Plaintiff (the “Deposit Obligations”)
(ECF No. 65);

18 WHEREAS, on or about August 1, 2023, counsel for Defendants sent and counsel for
19 Plaintiffs received a check for the complete Settlement Funds;

20 WHEREAS, the Deposit Obligations can only be fulfilled with both counsel for Plaintiffs
21 and Mayra Villasenor present at an FDIC insured financial institution during the time of deposit
and withdrawal;

22 WHEREAS, counsel for Plaintiffs have been diligently coordinating with Mayra
23 Villasenor to determine a mutually-agreeable time to fulfill their Deposit Obligations, but have
24 been unable to do so to date;

25 WHEREAS, Defendants do not object to this Court continuing the Deposition Obligations
26 deadline two (2) weeks to August 24, 2023;

1 WHEREFORE, the Parties respectfully request an order from this Court continuing the
2 Deposition Obligations deadline two (2) weeks to August 24, 2023.

3 IT IS SO STIPULATED.
4

Dated: August 10, 2023

POINTER & BUELNA, LLP

6 By: /s/ Patrick M. Buelna

7 Patrick M. Buelna
Attorney for Plaintiffs

8 Dated: August 10, 2023

THE SLATER LAW FIRM, APC

10 By: /s/ Michael A. Slater

11 Michael A. Slater
Attorney for Plaintiffs

12 Dated: August 10, 2023

ORBACH HUFF + HENDERSON LLP

14 By: /s/ Kevin E. Gilbert

15 Kevin E. Gilbert
Attorney for Defendants

16 **ATTESTATION OF CONCURRENCE IN FILING**

17 In accordance with Eastern District Civil Local Rule 131(e), I, Michael A. Slater, attest
18 that I have obtained concurrence in the filing of this document from the other signatory listed
19 above.

20 Dated: August 10, 2023

21 By: /s/ Michael A. Slater

Michael A. Slater

ORDER

Pursuant to the above stipulation of the Parties, IT IS ORDERED that Plaintiffs' deadline to file (a) proof of deposit of \$62,500.00 into interest bearing blocked accounts at an FDIC insured financial institution for the benefit of each Minor Plaintiff and (b) proof of disbursement of a \$7,500.00 cashier's check from said FDIC insured financial institution to Mayra Villasenor made payable to "Mayra Villasenor for the benefit of" each Minor Plaintiff is continued from August 10, 2023 to August 24, 2023.

IT IS SO ORDERED.

Dated: August 10, 2023

Troy L. Nunley
United States District Judge